

DIASORIN S.P.A.

INFORMATION DOCUMENT ON THE INCENTIVE PLAN CALLED THE "EQUITY  
AWARDS PLAN" SUBMITTED FOR THE APPROVAL OF THE ORDINARY  
SHAREHOLDERS 'MEETING OF DIASORIN S.P.A. CONVENED FOR 29 APRIL 2022  
AS A COMBINED SESSION

Saluggia, 16 March 2022

## DEFINITIONS

The following definitions are used throughout this Information Document.

<b>Other Beneficiaries</b>	The Beneficiaries who are Senior Directors, Directors and other key employees of the DiaSorin Group;
<b>Ordinary Shareholders' Meeting</b>	the ordinary shareholders' meeting of the Company called for 29 April 2022 as a combined session, to resolve, among other things, on the proposal to adopt the Plan;
<b>Shares</b>	the ordinary shares of DiaSorin listed on the Euronext - Milan market, to be assigned (without a consideration) to the Beneficiaries pursuant to the Plan and therefore, as applicable, the Performance Shares and/or the Restricted Share Units;
<b>Bad Leaver</b>	Termination of the Relationship due to (i) dismissal of the Beneficiary; (ii) voluntary resignation of the Beneficiary not justified by the occurrence of one of the events mentioned in points (i) and (iii) of the definition of Good Leaver;
<b>Beneficiary</b>	the subjects, identified by the Board of Directors from among the Recipients of the Plan, to whom the Rights are assigned;
<b>Termination of the Relationship</b>	the termination for any reason whatsoever of the Relationship between the Beneficiary and the Company or the Subsidiary;
<b>Cycle or Assignment Cycle</b>	each of the four cycles of assignment of the Rights that may be undertaken by the Board during the validity of the Plan and which include the Vesting Period whose duration (four years) starts from the Verification Date. More specifically, during the Plan validity, an annual assignment of the Rights may be made in each of the financial years 2022 (first Cycle), 2023 (second Cycle), 2024 (third Cycle) and 2025 (fourth Cycle). The assignment of the Rights in an Assignment Cycle is purely discretionary and does not give the Beneficiary any right to receive further assignments in the remaining Cycles of the Plan;
<b>Remuneration and Appointment Proposals Committee</b>	the Remuneration and Appointment Proposals Committee of the Company;
<b>Board or Board of Directors</b>	the acting Board of Directors in office of the Company or its delegates;

<b>Subsidiaries or Subsidiary Companies</b>	each of the companies (Italian or foreign) directly or indirectly controlled pursuant to Article 93 of the TUF, or that qualify as subsidiaries in compliance with the accounting standards applicable from time to time, or included in the scope of consolidation, that one or more Beneficiaries has a Relationship with;
<b>Assignment Date</b>	with reference to each Beneficiary, the date of the resolution of the Board of Directors concerning the assignment of the Rights in each Cycle;
<b>Allocation Date</b>	indicates, with reference to each Beneficiary, each of the Allocation dates included in the Vesting Period of each Cycle;
<b>Verification Date</b>	for each Cycle, the date of verification of the number of Rights accrued pursuant to the provisions of the Plan and the Regulations of the Plan (i.e. the Accrued Bonus);
<b>Recipient</b>	the subjects who the Plan is for, i.e. the Vice Presidents and Other Beneficiaries (i.e. the Senior Directors, Directors and other key employees) of the Group as holders of the Relationship;
<b>DIASORIN or Company</b>	DIASORIN S.p.A. with registered office in Saluggia (Vercelli), Via Crescentino snc;
<b>Right</b>	each conditional right, free and non-transferable by inter vivos deed, to receive, according to the terms and conditions set out in the Plan, 1 Free Share (and therefore, depending on the case, 1 Performance Share and/or 1 Restricted Share Unit);
<b>Information Document</b>	this information document drawn up pursuant to Article 84- <i>bis</i> of the Issuers' Regulation and consistently, also in the numbering of the related Sections, with the indications contained in Schedule 7 of Annex 3A of the Issuers' Regulations;
<b>EBIT</b>	the operating result before the deduction of financial charges and taxes (Earnings Before Interest and Taxes);
<b>Euronext – Milan</b>	the stock market organised and managed by Borsa Italiana S.p.A. (Euronext Group);
<b>Good Leaver</b>	Termination of the Relationship due to (i) physical or mental incapacity (due to illness or injury) of the Beneficiary which involves a period of inability to work exceeding 6 (six) months; (ii) death of the Beneficiary; (iii) retirement of the Beneficiary;
<b>Group or DiaSorin</b>	DIASORIN together with the Subsidiaries;

## **Group**

### **Target number of Performance Shares**

With reference only to the Vice Presidents, for each Cycle, the number of Shares expected to be allocated to each of them, on achieving 100% of the Performance Target under the terms and conditions set out in the Plan by the Plan regulations referring to the Vice Presidents;

### **Performance Target**

the annual performance target to which the accrual of the Rights to receive Performance shares in each Assignment Cycle, as provided for by the Plan and Plan regulations referred to the Vice Presidents is subject, i.e. EBIT as resulting from the consolidated financial statements of the Group approved by the Board of Directors relating to the first year of each reference Cycle, adjusted by any amortisation of intangible assets arising from business combinations, extraordinary asset or liability items (e.g. extraordinary non-recurring operations and operations not foreseen in the budget), and neutralised by the impact of the exchange rate, as approved by the Remuneration and Appointment Proposals Committee;

### **Pay Opportunity**

for each Beneficiary, the monetary amount on the basis of which the number of Rights to be assigned is defined;

### **Vesting period**

for each of the four Cycles of the Plan, the four-year period, starting from the Verification Date, divided into 4 (four) Tranches, during which the Shares are assigned, of an amount, for each Tranche, equal to 25% of the Accrued Bonus, according to the terms and on the occurrence of the conditions provided for by the Plan and Plan Regulations.

To clarify: (i) the Vesting Period of the first Cycle of the Plan corresponds to the financial years 2023, 2024, 2025 and 2026, (ii) the Vesting Period of the second Cycle of the Plan corresponds to the financial years 2024, 2025, 2026 and 2027 and (iii) the Vesting Period of the third Cycle of the Plan corresponds to the financial years 2025, 2026, 2027 and 2028 and (iv) the Vesting Period of the fourth Cycle of the Plan corresponds to the financial years 2026, 2027, 2028 and 2029;

### **Performance Shares**

the Company's ordinary Shares allocated from time to time during the Vesting Period to the Vice Presidents if they achieve the Performance Target and the Relationship is maintained up to the Allocation Date, as applicable, under the terms and conditions set out in the Plan;

<b>Plan or Equity Plan</b>	the proposal for the adoption of the incentive and loyalty plan called the “Equity Awards Plan”, for Recipients, approved by the DIASORIN Board of Directors, and which will be submitted for the approval of the Ordinary Shareholders' Meeting pursuant to Article 114-bis of the TUF;
<b>Accrued Bonus</b>	the number of Rights actually accrued based on the occurrence of the conditions set out in the Plan and Plan Regulations;
<b>Relationship</b>	the employment relationship existing between the individual Beneficiary with the Company or with the Subsidiaries (or in any case a comparable working relationship pursuant to legislation applicable from time to time);
<b>Restricted Shares Units</b>	the Company's ordinary Shares allocated from time to time during the Vesting Period to Beneficiaries if the Relationship is maintained up to the Allocation Date, as applicable, under the terms and conditions set out in the Plan;
<b>Issuers' Regulation</b>	Consob regulation 11971/1999 as subsequently amended;
<b>Plan Regulations</b>	jointly (i) the regulation concerning the definition of the criteria, procedures and terms for implementing the Plan with reference to the Vice Presidents and (ii) the regulation concerning the definition of the criteria, procedures and terms for implementing the Plan with reference to the Other Beneficiaries, both approved by the Board of Directors, subject to the favourable opinion of the Remuneration and Appointment Proposals Committee, subject to the approval of the Plan by the Ordinary Shareholders' Meeting;
<b>Sell to Cover</b>	the right granted to each Beneficiary to authorise the Company to sell a portion of the Shares allocated in order to build up the provision relating to withholding taxes payable by them;
<b>Tranche</b>	with reference to each Vesting Period, each of the 4 (four) tranches, corresponding to each reference year included in the Vesting Period;
<b>TUF</b>	Legislative Decree 58/1998 as subsequently amended;
<b>Vice Presidents</b>	Beneficiaries who are Vice Presidents of the DiaSorin Group.



## FOREWORD

This Information Document, drawn up pursuant to Article 84-bis of the Issuers' Regulation and consistent, also in the numbering of the related Sections, with the indications contained in Schedule 7 of Annex 3A of the Issuers' Regulation, concerns the proposal for the adoption of the incentive and loyalty plan called "Equity Awards Plan" – approved by the Board of Directors on 16 December 2021, subject to the favourable opinion of the Remuneration and Appointment Proposals Committee – which will be submitted for the approval of the Ordinary Shareholders' Meeting of the Company called for 29 April 2022 as a combined session.

At the date of this Information Document, the proposed adoption of the Equity Plan had not yet been approved by the Ordinary Shareholders' Meeting and therefore:

- (i) this Information Document is drawn up exclusively on the basis of the content of the proposed adoption of the Plan approved by the Board;
- (ii) any reference to the Plan contained in this Information Document must be understood as referring to the proposed adoption of the Plan.

The Plan is to be considered of "particular *importance*" pursuant to Article 114-bis, paragraph 3, of the TUF and Article 84-bis, paragraph 2, of the Issuers' Regulation, since the potential Beneficiaries of the Rights that the Board of Directors (or person(s) delegated for this purpose by the Board) may assign, include some persons who hold positions on the management boards of Subsidiaries, it being understood that these persons are potential Beneficiaries of the Plan, due to their employment relationship (or in any case a comparable working relationship pursuant to legislation applicable from time to time) (i.e. the relationship with the Subsidiaries).

The Plan is not a stock option plan; therefore, in this Information Document, the sections of Annex 3A, Schedule 7 of the Issuers' Regulations that refer to said incentive plans have been omitted.

## 1. RECIPIENTS OF THE PLAN

### 1.1 Indication of the names of the recipients who are members of the board of directors or of the management board of the issuer of financial instruments, of companies controlling the issuer and of companies controlled directly or indirectly by the latter.

The potential Beneficiaries of the Plan include certain persons who are members of the management boards of the Subsidiaries, to whom Rights could be assigned by virtue of their employment relationship (or in any case a comparable working relationship pursuant to legislation applicable from time to time) (*i.e.* the Relationship) with the Subsidiaries.

### 1.2 Categories of employees or external staff of the issuer of financial instruments and of the parent or subsidiary companies of that issuer.

The Plan is for persons who, at the Assignment Date, have an employment relationship with the Company or its Subsidiaries (or in any case a comparable working relationship pursuant to legislation applicable from time to time) (*i.e.* the Relationship).

Under the Plan, the Board of Directors (or subject(s) delegated for this purpose by the Board, is given a mandate to identify the individual Beneficiaries within the category of Recipients.

### 1.3 Indication of the names of the subjects benefitting from the plan, who belong to the following groups:

*a) general managers of the issuer of financial instruments;*

Not applicable.

*b) other key executives of the issuer of financial instruments that is not of a "minor size", pursuant to Article 3, paragraph 1, letter f), of Regulation no. 17221 of 12 March 2010, in the event that during the year they received overall remuneration (obtained by adding monetary remuneration and remuneration based on financial instruments) greater than the highest overall remuneration among that assigned to the members of the board of directors, or the management board, and to the general managers of the issuer of financial instruments;*

Not applicable.

*c) natural persons controlling the issuer of shares, who are employees or who collaborate with the issuer of shares;*

Not applicable.

#### **1.4 Description and numerical indication, separated by categories:**

*a) key executives other than those indicated in letter b) of paragraph 1.3;*

Not applicable.

*c) any other categories of employees or external staff for whom differentiated characteristics of the plan have been envisaged (for example, executives, middle managers, office staff, etc.)*

The Plan provides for the following:

- Beneficiaries who are Vice Presidents are assigned Rights to receive in part Performance Shares (50% of the Pay Opportunity) and in part Restricted Share Units (the remaining 50% of the Pay Opportunity), while
- Other Beneficiaries are assigned Rights to receive Restricted Share Units, as further explained in Section 2.2.

## **2. REASONS TO ADOPT THE PLAN**

### **2.1 The objectives to be achieved through the allocation of the plans**

The purpose of the Equity Plan is to ensure the retention of beneficiaries through a consistency with market best practices, to reward the contribution of beneficiaries in creating shareholder value and foster a culture of merit based on the role and value of each beneficiary.

The adoption of the Equity Plan is also motivated by the need to harmonize the incentive tools used by the Group, in the light of the acquisition of Luminex Corporation and reflect the Group's growing international expansion.

Under the Plan, each Beneficiary is assigned a number of Rights based on the respective Pay Opportunity. More specifically, for Beneficiaries who are Vice Presidents, the Plan assigns Rights to receive in part as Performance Shares (50% of the Pay Opportunity) and in part as Restricted Share Units (the remaining 50% of the Pay Opportunity), while for the Others Beneficiaries, the Plan assigns Rights to receive Restricted Share Units (100% of the Pay Opportunity), as further explained in Section 2.2.

With reference to each Assignment Cycle, once the conditions set out in the Plan for the vesting of the Rights have been verified on the Verification Date, the actual allocation of 100% of the Shares accrued – for Performance Shares based on the result achieved and after verification that the Relationship has been maintained, and for Restricted Share Units subject only to verification that the Relationship has been maintained – will take place during the Vesting Period, with a



quantity for each Tranche equal to 25% of the Accrued Bonus (see Section 4.2 below). This period was considered the most suitable for achieving the incentive and loyalty targets of the Plan.

## **2.2 Key variables, also in the form of performance indicators, considered for the purpose of allocation plans based on financial instruments**

The Plan consists of the free assignment to Beneficiaries of the Rights which (if accrued upon the fulfilment of the conditions, as well as the procedures and terms provided for in the Plan and Plan Regulations) grant the right to receive, without a consideration, the Company's Shares, at a ratio of 1 (one) Share, with regular dividend rights, for every 1 (one) Right accrued (except for any adjustments referred to in Section 3.3).

The Rights covered by the Plan may be assigned only to the Beneficiaries who will be identified from Recipients by the Board of Directors or by the person(s) delegated for this purpose by the Board of Directors.

In particular, the Plan provides for the following.

### ***Vice Presidents***

For Beneficiaries of the Plan who are Vice Presidents, the Equity Plan consists of the free assignment to said of Rights to receive Shares based on the Pay Opportunity of each of them, as follows:

- (a) a part of the Rights, amounting to 50% of the Pay Opportunity, carries the right to receive (without a consideration) Performance Shares, in the case of achieving a certain percentage (95%) of the Performance Target by the Company, and the Employment Relationship being maintained (up to the Verification Date and up to each of the Allocation Dates);
- (b) another part of the Rights, amounting to the remaining 50% of the Pay Opportunity, carries the right to receive (without a consideration) Restricted Share Units, if the Employment Relationship is maintained (up to the Verification Date and up to each of the Allocation Dates).

More specifically, the Performance Target to which the accrual of the Rights referring to the Performance Shares is subject in each Assignment Cycle, is the consolidated EBIT of the Group as resulting from the consolidated financial statements relating to the first year of each reference Cycle, adjusted by any amortisation of intangible assets arising from business combinations, extraordinary asset or liability items (e.g. extraordinary non-recurring operations and operations not foreseen in the budget), and neutralised by the impact of the exchange rate, all as approved by the Remuneration and Appointment Proposals Committee.

Therefore, the number of Performance Shares to be assigned to each Vice President under the terms and conditions set forth in the Plan and Plan regulations referring to said Vice Presidents, on the basis of the Target Number of Performance Shares, will be determined on the Verification Date, according to the extent to which the Performance Target is actually achieved by the Company, by calculating the linear interpolation, it being understood that, in any case, the total number of Performance Shares assigned to each Vice President cannot exceed 130% of his/her Target number of Performance Shares.

### ***Other Beneficiaries***

For Beneficiaries who are Senior Directors, Directors and other key employees of the DiaSorin Group, the Rights (100% of the Pay Opportunity) carry the right to receive (without a consideration) Restricted Share Units, in the case that the Relationship is maintained (up to the Verification Date and up to each of the Allocation Dates).

### **2.3 Elements underlying the determination of the amount of remuneration based on financial instruments, or the criteria for its determination**

With reference to each Cycle, the Board may approve only one annual assignment. At the individual Assignment Dates, the Board of Directors will identify the individual Beneficiaries, the number of Rights to be assigned to each of them with reference to the applicable Cycle, based on the Pay Opportunity of each of them, as well as the terms and conditions for the vesting of the Rights and for the allocation and delivery of the Shares, in accordance with the provisions of the Plan and Plan Regulations.

The number of Rights assigned to the Beneficiaries in each Assignment Cycle is determined on a discretionary basis, taking into account, in addition to the significance of the organisational position held by the Beneficiaries concerned, market benchmarks, as well as the Company's interest in calibrating long-term incentives as part of its strategies

The assignment of the Rights in an Assignment Cycle is purely discretionary and does not give the Beneficiary any right to receive further assignments in the remaining Cycles of the Plan.

### **2.4 The reasons behind any decision to assign compensation plans based on financial instruments not issued by the issuer of financial instruments, such as financial instruments issued by subsidiaries or, parent companies or third-party companies with respect to the group to which they belong; in the event that the aforementioned instruments are not traded on regulated markets, information on the criteria used to determine the value attributable to them**

Not applicable, as the Plan is based on the assignment of Rights which carry the right to receive Shares in the Company.

### **2.5 Evaluations regarding significant tax and accounting implications affecting the definition of the plans**

There are no significant accounting or tax implications that have affected the definition of the Plan.

### **2.6 Support for the plan, from the Special Provision, to encourage staff take-up, pursuant to Article 4, paragraph 112 of law 350 of 24 December 2003**

The Plan is not assisted by a Special Provision encouraging staff take-up, pursuant to Article 4, paragraph 112 of Law 350 of 24 December 2003.

## **3. APPROVAL PROCESS AND TIMING OF THE ASSIGNMENT OF OPTIONS**

### **3.1 Scope of powers and functions delegated by the shareholders' meeting to the board of directors for the purpose of implementing the plan**

The Ordinary Shareholders' Meeting will be requested to resolve on and approve the Plan, also granting the Board of Directors all necessary or appropriate powers to implement the Plan, including in particular but not limited to all powers to adopt the Plan regulations, identify the Beneficiaries and determine the number of Rights to be assigned to each of them, proceed with assignments to Beneficiaries, as well as deal with all activities, obligations, formalities and communication necessary or appropriate for the purposes of the management and/or

implementation of the Plan, with the right to delegate their powers, duties and responsibilities regarding the performance and adoption of the Plan, as further described in Section 3.2 below.

### **3.2 Indication of persons in charge of plan administration and their function and competencies**

The Board of Directors will be responsible for the performance of the Plan, appointed by the Ordinary Shareholders' Meeting to manage and implement the Plan.

Under the Plan, the Board may delegate its powers, duties and responsibilities regarding the performance and adoption of the Plan to the Chief Executive Officer.

Without prejudice to provisions on verifying the achievement of the Performance Target (see Section 2.2 above), the Remuneration and Appointment Proposals Committee – where requested and within the limits established by law, regulations and/or by the Corporate Governance Code of listed companies approved in January 2020 by the Corporate Governance Committee – may have advisory functions regarding the implementation of the Plan, being assisted, for this purpose, by the Chief Executive Officer and the Human Resources Department.

On 16 December 2021, the Board, subject to the favourable opinion of the Remuneration and Appointment Proposals Committee, resolved, subject to the approval of the Equity Plan by the Ordinary Shareholders' Meeting, to approve the Plan Regulations and give the Chief Executive Officer the widest-ranging powers to ensure, under the terms and according to the procedures provided for by applicable legislation, the fulfilment of all obligations envisaged by the Plan Regulations.

### **3.3 Any existing procedures for the review of the plans also in relation to any changes in the basic targets**

The Board of Directors has the power to stop the Plan and, with the support of the Human Resources Department, has the right to make any changes or additions to the Plan or the Plan Regulations that it deems useful or necessary in order to achieve the Plan targets to a better extent, having regard to the interests of the Beneficiaries, implementing the most appropriate methods, without prejudice to the competency of the Shareholders' Meeting with reference to the Plan pursuant to Article 114-bis of the TUF.

In the case of extraordinary or unforeseeable events – by way of example but not limited to, extraordinary operations regarding the Company's capital, such as capital reductions for losses due to the cancellation of shares, increases in the Company's capital, with or without a consideration, options offered to shareholders, mergers or spin-offs – the Board of Directors may, under the Plan, adjust the number of Shares due to the Beneficiaries in relation to the Rights, assigned and/or accrued, under which no Shares have yet been assigned and make all amendments and additions to the Plan deemed necessary or appropriate to keep the substantial and economic contents of the Plan and its purposes unchanged, within the limits permitted by applicable legislation in force.

In order to make the above adjustments and amendments, the Board of Directors will proceed according to rules commonly accepted by financial market practices; specific written notification will be given to the Beneficiaries of the aforementioned adjustments.

Without prejudice to the competency of the Shareholders' Meeting with reference to the Plan pursuant to and for the purposes of Article 114-bis of the TUF, the Board of Directors may also:

(i) approve the modification, cancellation and replacement of the Rights and of accrued Rights held by the Beneficiaries with the consent of the Beneficiaries, so that the result corresponds to the best interest of the Company in accordance with the targets of the Plan;

(ii) waive one or more provisions of the Plan in the case of exceptional circumstances (possibly in compliance with provisions in the policy on remuneration and fees paid, adopted by the Company, where applicable), giving written notice to the Beneficiaries concerned. By way of example only, it may resolve (a) to immediately accrue, all or in part, the Rights, even aside from the circumstances described in Paragraphs 4.2 and 4.8; (b) with reference only to the Vice Presidents: (x) in the event of a significant revision of business plan targets, including but not limited to acquisitions, sales of companies or business units, which require a new approval of the same business plan by the Board of Directors, the latter will have the right to approve any changes to the Performance Target, in order to adapt them to the changes made in the business plan; (y) the adjustment of the relevant Performance Target, also aside from the above cases, in order to guarantee, in the interest of the Vice Presidents, a situation that is substantially fair compared to that previously in place in the case that extraordinary and/or unforeseeable situations or circumstances arise that may significantly affect the results and/or the perimeter of the Group or, more generally, the parameters underlying the Performance Target, for the sole purpose of maintaining the objectives of the Plan to continually align corporate targets with the targets underlying the incentive systems of the Vice Presidents, without prejudice, in any case, to regulations on transactions with related parties, where applicable.

#### ***Clawback provision***

Under the Plan, in cases where, within the term of 3 years from the relevant Allocation Date, the Board of Directors establishes that the Beneficiary (i) has acted fraudulently or with gross negligence to the detriment of the Group, (ii) has violated obligations of loyalty towards the Group, (iii) has behaved in a way that results in significant financial loss for the Group or (iv) has behaved contrary to the law and/or company regulations, the Board of Directors, reserves the right to obtain (a) the return of the Shares from the Beneficiary, minus a number of Shares of a value corresponding to the tax, social security and welfare charges connected with the assignment of the Shares, or if the Shares have already been sold, (b) the return of the sale value from the Beneficiary, minus the amount corresponding to the tax, social security and welfare charges connected with the assignment of the Shares, also by offsetting the Beneficiary's severance pay and/or fees, as applicable.

### **3.4 Description of the procedures used to determine the availability and assignment of the financial instruments on which the plans are based**

The Plan consists of the free assignment to Beneficiaries of the Rights which (if accrued upon the fulfilment of the conditions, as well as the procedures and terms provided for in the Plan) grant the right to receive, without a consideration, the Company's Shares, at a ratio of 1 (one) Share, with regular dividend rights, for every 1 (one) Right accrued (except for any adjustments referred to in Paragraph 3.3 above).

The Beneficiaries will therefore not be required to pay any amount to the Company either for the Assignment or for the Allocation.

A maximum of 300,000 DiaSorin ordinary shares (equal to approximately 0.54% of the current share capital of DiaSorin) will be used for the Equity Plan.

The Company will make the Shares due to the Beneficiary available to said on the basis of the Rights accrued in each Assignment Cycle no later than 30 June of each year (the Allocation Date). The Shares that will be assigned pursuant to the Plan will have regular dividend rights and the same characteristics as the Company's shares outstanding at the relevant Allocation Date and will therefore have coupons outstanding at that date.

The Company offers Beneficiaries the Sell to Cover procedure for the sale of assigned Shares on the market, as an alternative to the direct payment to the Company by the beneficiaries of withholdings taxes payable by them.

**3.5 The role played by each director in determining the characteristics of the aforementioned plans; any recurrence of situations of conflicts of interest for the directors concerned**

The characteristics of the Plan to be submitted to the Ordinary Shareholders' Meeting for approval pursuant to and for the purposes of Article 114-bis of the TUF, were determined collectively by the Board, subject to the favourable opinion of the Remuneration and Appointment Proposals Committee.

**3.6 For the purposes of the requirements of Article 84-bis, paragraph 1, the date of the decision taken by the competent board to propose the approval of the plans by the shareholders' meeting and any proposal of any remuneration committee.**

The Board approved the Plan on 16 December 2021, subject to the favourable opinion of the Remuneration and Appointment Proposals Committee of 9 December 2021.

**3.7 For the purposes of the requirements of Article 84-bis, paragraph 5, letter a), the date of the decision taken by the competent board regarding the assignment of instruments and any proposal of any remuneration committee put to the board.**

Not applicable, because at the date of the Information Document, the Beneficiaries within the category of Recipients had not yet been identified.

**3.8 The market price, recorded on the aforementioned dates, for the financial instruments on which the plans are based, if traded on regulated markets**

As of 16 December 2021, the date of approval of the Plan by the Board of Directors, the official price of the ordinary shares of DiaSorin was equal to €178.15. As of 9 December 2021, when the Remuneration and Appointment Proposals Committee gave its favourable opinion, the official price of DiaSorin ordinary shares was equal to €178.

**3.9 In the case of plans based on financial instruments traded on regulated markets, what are the terms and conditions according to which the issuer takes into account, in identifying the timing of the assignment of the instruments to implement the plans, the possible time coincidence between:**

**(i) said assignment or any decisions taken in this regard by the remuneration committee, and**

**(ii) the distribution of any relevant information pursuant to Article 17 of Regulation (EU) no. 596/2014; for example, if such information is:**

**a. not already public and capable of positively influencing market prices, or**

**b. already public and capable of negatively influencing market prices.**

Pursuant to the Plan, the Rights are assigned to the Beneficiaries without a consideration. The Rights, once accrued under the terms and conditions established in the Plan Regulations, carry the right to receive Shares, without a consideration. For information on the criteria for determining the number of Rights to be assigned, reference is made to Sections 2.2 and 2.3 above.

## **4. THE CHARACTERISTICS OF THE ASSIGNED INSTRUMENTS**

### **4.1 Description of the structures of compensation plans based on financial instruments**

As illustrated in paragraph 2.2. above, the Plan consists of the free assignment to Beneficiaries of the Rights which (if accrued upon the fulfilment of the conditions, as well as the procedures and terms provided for in the Plan) grant the right to receive, without a consideration, the Company's Shares, at a ratio of 1 (one) Share, with regular dividend rights, for every 1 (one) Right accrued (except for any adjustments referred to in Section 3.3).

### **4.2 Indication of the period of the plan's actual implementation, also with reference to any different cycles envisaged**

The Plan is divided into 4 (four) Rights Assignment Cycles, each of which has a four-year Vesting Period during which the Shares, once the conditions set out in the Plan have been verified, are assigned, with a quantity for each Tranche equal to 25% of the Accrued Bonus.

The Vesting Period of each Cycle starts from the Verification Date. To clarify: (i) the Vesting Period of the first Cycle of the Plan corresponds to the financial years 2023, 2024, 2025 and 2026, (ii) the Vesting Period of the second Cycle of the Plan corresponds to the financial years 2024, 2025, 2026 and 2027 and (iii) the Vesting Period of the third Cycle of the Plan corresponds to the financial years 2025, 2026, 2027 and 2028 and (iv) the Vesting Period of the fourth Cycle of the Plan corresponds to the financial years 2026, 2027, 2028 and 2029.

With reference to each Cycle, an annual assignment of the Rights may be made in each of the financial years 2022 (first Cycle), 2023 (second Cycle), 2024 (third Cycle) and 2025 (fourth Cycle). The assignment of the Rights in an Assignment Cycle is purely discretionary and does not give the Beneficiary any right to receive further assignments in the remaining Cycles of the Plan.

At the individual Assignment Dates, the Board of Directors will identify the individual Beneficiaries, the number of Rights to be assigned to each of them with reference to the applicable Cycle, based on the Pay Opportunity of each of them, as well as the terms and conditions for the vesting of the Rights and for the allocation and delivery of the Shares, in accordance with the provisions of the Plan and Plan Regulations.

The number of Rights to be assigned to each Beneficiary will be calculated on the basis of the normal value of the Shares, determined pursuant to Article 9 of Presidential Decree 917/1986, i.e. based on the arithmetic mean of the prices recorded in the month preceding the Assignment Date, taking into consideration the average of exchange rates of the same period.

All the Rights assigned in each Assignment Cycle will accrue at the end of the first financial year included in the same Cycle, following the Board of Director's approval of the Group's consolidated financial statements for the relevant financial year and subject to the conditions indicated in the Plan being met (to verify on the Verification Date).

With reference to each Assignment Cycle, once the conditions set out in the Plan for the vesting of the Rights have been verified on the Verification Date, the actual allocation of 100% of the Shares accrued – for Performance Shares based on the result achieved and after verification that the Relationship has been maintained, and for Restricted Share Units subject to verification that the Relationship has been maintained – will take place during the Vesting Period, with a quantity for each Tranche equal to 25% of the Accrued Bonus.

The Rights of each Assignment Cycle that have not accrued pursuant to and for the purposes of the Plan will automatically lapse and will not be effective or valid.

The Company will make the Shares due to the Beneficiary available to said on the basis of the Rights accrued in each Assignment Cycle no later than 30 June of each year (the Allocation Date). The Shares that will be assigned pursuant to the Plan will have regular dividend rights and the same characteristics as the Company's shares outstanding at the relevant Allocation Date and will therefore have coupons outstanding at that date.

According to the Plan and Plan Regulations, if, after the relevant Assignment Date:

- (a) a change of control takes place pursuant to Article 93 of the TUF, even if this does not result in the obligation to launch a takeover bid;
- (b) a public purchase offer or a public exchange offer concerning the Company's shares is launched; or
- (c) resolutions are passed on transactions which may result, even indirectly, in the permanent withdrawal of shares being listed on regulated markets (delisting) or resolutions and/or commitments are made that make the delisting certain, said circumstances will constitute an acceleration event for the purposes of the vesting of Rights assigned in each Assignment Cycle and not yet accrued at the date of occurrence of the circumstance, provided that, at that time, the Relationship between the Beneficiary and the Company or, as applicable, the Subsidiary exists.

#### **4.3 Plan period**

Without prejudice to Section 4.2 above, the duration of the Equity Plan will be from approval by the Ordinary Shareholders' Meeting until the delivery date of the Shares referring to the last Tranche included in the Vesting Period of the fourth Assignment Cycle.

#### **4.4 The maximum number of financial instruments, also in the form of options, assigned in each tax year in relation to the persons identified by name or to the indicated categories**

At the date of the Information Document, the Plan had not yet been approved by the Ordinary Shareholders' Meeting and Beneficiaries within the category of Recipients had not yet been identified.

The Plan provides for the assignment to Beneficiaries of a maximum of 300,000 Rights, which give the right to receive a maximum of 300,000 Shares.

The Plan does not provide for a maximum number of Rights to be assigned in a tax year.

#### **4.5 The procedures and clauses for implementing the plan, specifying whether the actual allocation of the instruments is subject to the occurrence of conditions or the achievement of certain results, including performance results; descriptions of these conditions and results**

As regards the procedures and clauses for implementing the Plan, reference is made to the provisions in individual points of this Information Document (and in particular to Sections 2.2 and 2.3 above).

#### **4.6 The indication of any availability restrictions on assigned instruments or on instruments deriving from the exercise of options, with particular reference to the terms within which subsequent transfer to the same company or to third parties is permitted or prohibited**

Under the Plan, each Right will be assigned in a personal capacity to each Beneficiary and may not be transferred by deed inter vivos or be subject to restrictions or be the subject of other acts of disposal for any reason whatsoever. If the Beneficiary violates the above provision, the Rights (including accrued Rights) shall be considered as having lapsed, with no effect or validity.

There are no restrictions on the transfer of the Shares assigned following the accrual of the Rights.

**4.7 The description of any termination conditions in relation to the allocation of plans, if the recipients carry out hedging operations that allow for the neutralisation of any prohibitions on the sale of assigned financial instruments, also in the form of options, or of the financial instruments resulting from the exercise of such options**

Not applicable.

**4.8 Description of the effects determined by the termination of the employment relationship**

Under the Plan, the accrual of the Rights of the Beneficiaries is subject to the Relationship being maintained from the Assignment Date up to each Allocation Date included in the Vesting Period.

The Regulations of the Plan govern the treatment of the Rights assigned in the event of Termination of the Relationship as follows.

In the event of Termination of the Relationship following a Bad Leaver hypothesis during the applicable Vesting Period, or in any case before the allocation of the Shares on each Allocation Date, the Beneficiary will permanently lose in full the right to receive all the Shares due, as per the Rights accrued up to that moment and not yet assigned.

In the event of termination of the Relationship following a Good Leaver hypothesis during the applicable Vesting Period, or in any case before the delivery of the Shares on each Allocation Date, the Beneficiary (or his/her heirs) will retain the right to receive a pro-rata quantity of Shares corresponding to the pro-rata of the Rights to receive Shares assigned (even if not yet accrued) before the date of Termination of the Relationship.

Finally, in the event the Relationship is transferred to another company of the Group and/or in the event of termination of the Relationship and the concurrent establishment of a new Relationship within the Group, in a capacity as Beneficiary, said will retain all rights assigned by the Plan, since this case does not constitute a hypothesis of Termination of the Relationship which is significant for the purposes of the Plan. On the contrary, in the event that a change of control occurs, this is understood as a transfer, by the Company, to third parties of the Subsidiary to which the Beneficiary belongs.

**4.9 Indication of any reasons to cancel the plans**

Except as indicated in the previous Sections of the Information Document, there are no other reasons to cancel the Plan.

**4.10 Reasons relating to a possible "redemption" by the company of the financial instruments covered by the plans, prepared pursuant to Articles 2357 and following of the Civil Code; the beneficiaries of the redemption, indicating whether intended only for particular categories of employees; the effects of the termination of the employment relationship on said redemption**



There are no "redemption" clauses adopted by the Company for the Rights covered by the Plan and Shares, without prejudice to the provisions in Section 3.3 above with reference to the so-called clawback provision.

**4.11 Any loans or other concessions intended to be granted for the purchase of the shares pursuant to Article 2358, paragraph 8 of the Civil Code**

Not applicable.

**4.12 Indication of assessments on the expected cost for the company at the date of the related assignment, as may be determined based on the terms and conditions already defined, by overall amount and in relation to each instrument of the plan**

Not applicable, as at the date of this Information Document, the Plan has not yet been approved by the Ordinary Shareholders' Meeting.

**4.13 Indication of any dilutive effects on the capital determined by the compensation plans**

Since the Plan does not provide for the issue of new shares, there are no dilutive effects on the Company's share capital.

**4.14 Any limits envisaged for the exercise of the right to vote and for the assignment of property rights**

Not applicable.

**4.15 In the event that the shares are not traded on regulated markets, all useful information for a complete assessment of the value attributable to them.**

Not applicable as the Shares are listed on Euronext-Milan.

**4.24 Remuneration plans based on financial instruments (table)**

Not applicable.